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15A	Item No.	15B. Schedule Of Supp	lies/Service	s	15C. Qu		15D. Uni	t 15E. Unit Price	15F. An	nount
SEE S	CHEDULE	CONTRACT TYPE: Cost-Plus-Fixed-F	ee			D OF CONTR esearch an		opment Contracts		
						15G. T	otal Amo	unt Of Contract	\$697,957.3	39
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(X)	Section	Description		Page(s)	(X)	Section	1	Description		Page(s)
Х	A	Part I - The Schedule Solicitation/Contract Form		1	Х	Part II - C	1	act Clauses		21
Х	B	Supplies or Services and Price	s/Costs	5				ocuments, Exhibits, And Ot	her Attachm	
Х	C	Description/Specs./Work State		8	Х	J	1	Attachments	ner rituennik	31
X	D	Packaging and Marking		12				tations And Instructions		
Х	E	Inspection and Acceptance		14		K		sentations, Certifications, an	nd	
Х	F	Deliveries or Performance		15			Other	Statements of Offerors		
Х	G	Contract Administration Data		16		L	Instrs.	, Conds., and Notices to Offe	erors	
Х	Н	Special Contract Requirement	S	18		M	Evalua	ntion Factors for Award		
		Cont	acting Offi	cer Will C	omplete It	em 17 Or 18	8 As Appl	licable		
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-	0	document and return 2 signed				n Number			ng the addition	
_		tractor agrees to furnish and de crvices set forth or otherwise ide			_			lditions or changes are set for site of the set for site of the set of the se		
-		tion sheets for the consideration			•	-		act which consists of the foll		
The rig	thts and oblig	ations of the parties to this cont	ract shall be					and your offer, and (b) this		
		ned by the following documents			further co	ontractual d	locument	is necessary.		
		the solicitation, if any, and (c) st tifications, and specifications, as								
_		reference herein. (Attachments								
herein.)	· 								
19A. N	ame And Titl	e Of Signer (Type Or Print)				e Of Contra		ficer		
						AEL L. CIO IM@TACOM.A		(586)574-7070		
19B. N	ame of Contr	actor	19c. Date S	Signed		ed States Of			20C. Date S	Signed
				_					2007MAR2	
By		<u> </u>			By		SIGNED/	O BB	ZUU/MAKZ	,
	gnature of pe	erson authorized to sign)			(Sign	nature of Co	ontracting	Officer)	1.05)	

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Name of Offeror or Contractor: SHOTSPOTTER, INC.

SECTION A - SUPPLEMENTAL INFORMATION

Acknowledge all the amendments you've received from us by identifying the amendment number and its issue date in the box below:

:		:		:
:	Amendment Number	:	Date	:
:		:		:
:		:		:
:		:		:
:		:		:
:		:		:
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[End of Clause]

	Regulatory Cite	Title	Date
A-1	52.204-4850 (TACOM)	ACCEPTANCE APPENDIX	MAR/2006

- (a) Contract Number W56HZV-07-C-0167 is awarded to ShotSpotter, Inc. The Government accepts your revised proposal dated 3/8/07 in response to Solicitation Number: W56HZV-06-R-0820, authorized by James Beldock, President and CEO of your company.
 - (b) The contractor, in its proposal, provided data for various solicitation clauses, and that data has been added in this contract.
- (c) Any attachments not included within this document will be provided by TACOM-Warren directly to the administrative contracting officer (ACO) via e-mail, as required. Within one week of this award, any office not able to obtain attachments from TACOM's website (https://contracting.tacom.army.mil/) and still requiring a copy, can send an email request to the buyer listed on the front page of this contract.
 - (d) As a result of negotiations, the following issues are agreed:
- -Option CLIN 0002 is deleted for the award.
- -The total amount of the contract is \$697,957.39 as detailed in CLIN 0001AA (with a profit rate of 8.5%).
- -The delivery period for hardware in paragraph F.1.3 is changed to nine months from six months after contract award.
- -The contractor's proposed technical data assertions are negotiated to those shown in paragraphs H.1 and H.2. The contractor's proposed restriction limiting rights to only the Department of Defense are rejected.
- -The contractor's proposed appendix labeled B is not part of this agreement and the proposed Appendix C is changed and incorporated as Exhibit B of this contract.
- -The contractor's accounting system was considered inadequate for this cost-type contract. The contractor has addressed the issue of job costing by implementing a new accounting system. DCAA will provide follow-up auditing services to ensure proper formulation of invoice costs.
- -Due to funding limitations the contractor's G&A rates are being capped, see the ceiling cap provision in section B of this contract.
- -There is no overhead applied to the costs listed under Other Direct Costs.
- -Two(2) Bases stations listed at C.7.2 in the solicitation are not deliverables under the contract and have been deleted from the Statement of Work.
- -Other required clauses not listed in the solicitation have also been added:

Source/Citation

Title

DELETED - FAR 52.243-7 Notification of Changes

<code>DELETED</code> - FAR 52.217-9 Option to Extend the Term of the Contract

ADDED - FAR 52.222-50 Combating Trafficking in Persons

ADDED - DFARS 252.247-7024 Notification of Transportation of Supplies by Sea

ADDED - DFARS 252.227-7015 Technical Data - Commercial Items

ADDED - FAR 52.227-3 Patent Indemnity

ADDED - FAR 52.227-10 Filing of Patent Applications -- Classified Subject Matter

The contractor by signing block 19 of page 1 accepts these terms.

(e) The following Amendment(s) to the solicitation are incorporated into this contract: 0001

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Name of Offeror or Contractor: SHOTSPOTTER, INC.

[End of Clause]

A-2 52.201-4000

TACOM-WARREN OMBUDSPERSON

JAN/2006

(TACOM)

 $Information\ regarding\ the\ TACOM-Warren\ Ombudsperson\ is\ located\ at\ the\ website\ http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm$

[End of Clause]

A-3 52.204-4016 (TACOM)

TACOM-WARREN ELECTRONIC CONTRACTING

SEP/2006

- (1116011)
- (a) All TACOM solicitations and awards are distributed on the TACOM Warren Business Opportunities web page (http://contracting.tacom.army.mil/opportunity.htm) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web.
- (b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.
- (c) Unless otherwise authorized in this solicitation, you are required to submit your offer, bid, or quote electronically, normally via email or datafax. For detailed information about submitting your offer electronically, please see http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm.
 - (1) The proper TACOM addresses for offer submission are:
 - (i) RFQs: Email your quote to the contract specialist's email address found on the RFQ cover sheet or the DD Form 1155.
- (ii) RFP and Sealed Bidding: Email your offer to:offers@tacom.army.mil If you datafax your proposal/bid, address your header to: offers@tacom.army.mil and fax to the TACOM Network fax Server at datafax number 1-586-574-5527.
- (2) When datafaxing or emailing an offer, the submitted file cannot exceed 7 megabytes. Clearly state Quote, Offer, or Bid on your fax cover page or on the subject line of the e-mail. Use only one of the terms Quotation, Offer, or Bid depending on the solicitation type. Include your company name and annotate the proper internal TACOM address for proper internal routing.
- (3) Authentication for datafax submission is verified by the offeror returned address. Quotes, Bids, or Offers may be sent via datafax using a personal computer or a standalone datafax machine. If you are submitting a datafax, a confirmation of receipt for TACOM-Warren will not be sent.
- (d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.
- (e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil . If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center Website at http://www.aptac-us.org/new/ to find a location near you.

[End of Clause]

- 1. The purpose of this amendment is to correct the Small Business Size Standard found in clause K-3.
- 2. FAR Clause 52.204-8 Annual Representations and Certifications (Jan 2006) in paragraph (a) lists in line (1) the NAICS code as 541330 and in line (2) the small business size standard as \$4.5M. The size standard is incorrect since the services performed are developing

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military equipment that is excepted to the level of \$25M.

- 3. Solicitation clause K-3, paragraph (a)(2) is changed to the small business size standard of \$25M.
- 4. The solicitation due date remains 01 Dec 2006.
- 5. All other terms and conditions shall remain the same.

*** END OF NARRATIVE A 0001 ***

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Name of Offeror or Contractor: SHOTSPOTTER, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	SECURITY CLASS: Unclassified				
	Contractor shall furnish all the supplies and services to accomplish the tasks for the basic effort specified in Section C "Scope of Work" Paragraphs C.2 - C.7, C.9 - C.10				
	Estimated Cost: \$643,278.70 Fixed Fee: \$54,678.69 Total Cost: \$697,957.39				
	(End of narrative A001)				
0001AA	SERVICES LINE ITEM				\$697,957.39
	NOUN: GUNSHOT LOCATOR SYSTEM PRON: R362C247R3 PRON AMD: 02 ACRN: AA AMS CD: 63300553D00				
	Inspection and Acceptance INSPECTION: Destination				
	Deliveries or Performance DLVR SCH PERF COMPL _REL CD QUANTITY DATE 001 0 SEE SECTION F \$ 697,957.39				
0003	DATA ITEM				
	SECURITY CLASS: Unclassified				
	Technical Data as set forth in Contract Data Requirements List (DD Form 1423) hereinafter referred to as Exhibit A.			Not Separately Priced	
	(End of narrative B001)				
0004	DATA ITEM - CONTRACT MANPOWER REPORTING				

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Name of Offeror or Contractor: SHOTSPOTTER, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECURITY CLASS: Unclassified				
	Technical Data as set forth in the Contract			Not Separately	
	Manpower Reporting requirement set forth in			Priced	
	the Section C clause.				
	(End of narrative B001)				

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Name of Offeror or Contractor: SHOTSPOTTER, INC.

B.1 <u>ESTIMATED COST, FIXED FEE AND PAYMENT</u>

- B.1.1 The estimated cost to the Government for performance of work under the Contract is set forth in Section B. In consideration of performance of the work specified under CLIN 0001, the Government will pay the Contractor the Estimated Cost amount shown opposite CLIN 0001. The amount shown shall constitute the estimated cost for the purpose of the Contract Clause entitled "Limitation of Cost", but neither the Government nor the Contractor guarantee the accuracy of said estimate.
- B.1.2 Allowable costs shall be determined and payment thereof, shall be provided in accordance with the Contract Clause hereof entitled "Allowable Cost and Payment", (Dec 2002), FAR 52.216-7. Contractor may submit public vouchers every two weeks for payment under this Contract.
- B.2 FUNDING
- B.2.1 The contractor shall notify the Government in accordance with the Contract Clause entitled "Limitation of Cost" whenever there is reason to believe that the funds allotted to this contract are either insufficient or excessive for the performance of the work required.
- B.3 PAYMENT
- B.3.1 The contractor may submit public vouchers biweekly for payment under this contract. The fee will be payable at the time of reimbursement of cost at the same rate to such cost as the total fee of this contract bears to the total estimated cost thereof, subject to any withholding pursuant to provisions this contract.
- B.4 G&A CEILING RATE CAP
- B.4.1 Under this contract, the contractor will not be reimbursed for G&A costs in excess of 32.71% of total costs. If the actual G&A rate is lower than 32.71%, the actual rate will be used. If the actual G&A rate is higher than 32.71%, the contractor will be compensated for G&A costs at a rate of 32.71%.

*** END OF NARRATIVE B 0001 ***

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

The contractor shall host a start of work meeting at its facility, unless some other location is designated in the contract, within 30 days after contract award. The contractor shall at a minimum invite the Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, the Contract Specialist identified on the face page of this document, and the Administrative Contracting Officer (ACO). The COR, Contract Specialist, and ACO shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email.

[End of Clause]

C-2 52.237-4000 CONTRACTOR MANPOWER REPORTING (CMR) FEB/2007 (TACOM)

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: https://cmra.army.mil . The required information includes the following:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Estimated direct labor hours (including sub-contractors);
- (6) Estimated direct labor dollars paid this reporting period (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
 - (9) Estimated data collection cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
 - (12) Presence of deployment or contingency contract language; and
 - (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year.

[End of Clause]

STATEMENT OF WORK

C.1.0 PURPOSE: The U.S. Army Tank-Automotive Research Development and Engineering Center (TARDEC) shall pursue a research program with ShotSpotter, Inc. (or the contractor) to develop a prototype man-portable sensor for demonstrating the potential of a gunshot location system (GLS) for the military environment.

C.2.0 OBJECTIVES: It is the intent of this contract to improve the contractor's soldier-worn "MGM" sensor and move the technology closer

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Name of Offeror or Contractor: SHOTSPOTTER, INC.

to a fieldable product. The Contractor is to test the Military Modification 1 (MM1) sensor with modest improvements, see SOW Appendix A below, in order to establish a known working baseline and suite of sensors that can support military exercises then incorporate additional improvements in the MM1A sensor to support additional features and field tests. A companion display device known as the PDA Watch will be redesigned and improved to provide pertinent local situation awareness to a soldier wearing an MM1A sensor. The Contractor, as an independent contractor and not as an agent of the Government, shall provide the necessary personnel, facilities, materials, and services to complete the tasks outlined below.

C.3.0 Task 1: Baseline MM1

- C.3.1 The contractor shall conduct engineering validation tests and operational performance tests of the MM1 system.
- C.3.2 The contractor shall use the MM1 as an engineering development and test platform for feature/performance improvements to be incorporated into the MM1A.

C.4.0 Task 2: Early-Prototype MM1A Lot 1

- C.4.1 The contractor shall develop an early-prototype design package of the MM1A. This design shall incorporate as many of the candidate modifications listed in SOW Appendix B as practical.
- C.4.2 The contractor shall build ten (10) MM1A early-prototypes (Lot 1) for initial prototype testing.
- C.4.3 The contractor shall test and debug Lot 1.

C.5.0 Task 3: Prototype MM1A Lot 2

- C.5.1 The contractor shall develop a prototype design package of the MM1A. This design package shall incorporate all the lessons learned from the early-prototype MM1A.
 - C.5.1.1 The prototype design package shall incorporate as many of the candidate modifications listed in SOW Appendix B as practical.
- C.5.2 The contractor shall build fifty (50) MM1A prototype systems for engineering development/tests and field tests.
 - C.5.2.1 Twenty (20) units will remain with the contractor for ongoing engineering development (feature/performance improvements) and test.
 - C.5.2.2 Thirty (30) units will be used for military training exercises and potential deployment in extended field tests as defined in paragraph C.7.0.

C.6.0 Task 4: Prototype PDA Watch

- C.6.1 The contractor shall develop a prototype design package for the PDA Watch. This design package shall incorporate lessons learned from earlier display prototypes and shall integrate as much commercial-off-the-shelf (COTS) components as possible to produce a reasonably testable display system for obtaining user feedback to determine the actual field requirements.
- C.6.2 The contractor will build 15 prototype units for engineering development/tests and field tests.
 - C.6.2.1 Five (5) units will remain with the contractor for ongoing engineering development (feature/performance improvements) and test.
 - C.6.2.2 Ten (10) units will be used for military training exercises and potential deployment in extended field tests as defined in paragraph C.7.0.

${\tt C.7.0 Task 5: Exercise/Testing/Deployment}\\$

- C.7.1 The contractor shall conduct at least one training exercise under this contract to support eventual deployment and development testing. Training shall include traveling to an identified Army units base for a training period of one week. Materials include the sensor packages and any instructional guidance developed by the contractor, a least one instruction manual per base station (2 stations total) and software, with license, for government reproduction of <u>any</u> training handouts.
- C.7.2 Up to thirty (30) MM1A units and ten (10) PDA Watches will be delivered to a to-be-named Army Unit for training exercise.
- C.7.3 Remote support, via telecommunications, shall be provided by the contractor on a question-and-answer basis via email or telephone during the deployment period (estimated at 3-6 months).

C.8.0 RESERVED

C.9.0 DELIVERABLES

		Place of	Schedule of	
Item Description	Quantity	Delivery	Delivery .	
Progress Report, see Exh. A, CDRL A001	Quarterly	Warren, MI	Quarterly-based on award date	
Draft & Final Report, see Exh. A, CDRL A002	1 & 1	Warren, MI	See CDRL A002	

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Name of Offeror or Contractor: SHOTSPOTTER, INC.

C.10.0 CONTROL PROCEDURE

C.10.1 Start of Work: The Contracting Officers Representative (COR) shall schedule a start of work meeting with the contractor within 30 days of contract award. Meeting should take place at TARDEC or by a medium approved by the COR, i.e. video or

C.10.2 Program Review: 90 days after start of work meeting, a program review will be conducted to discuss progress, designs, strategies, current problems, potential problems, finalize plans for Phase 1, and to identify any issues that are present. This meeting should take place at TARDEC or by a medium approved by the COR, i.e. video or telecom. The first Quarterly Progress Report, see CDRL A001, will be due 2 weeks before this meeting.

C.10.3 Final Report: At the conclusion of testing the contractor will provided a report detailing the conduct and results of the evaluation. The report will provide observations, test results, problem areas, and recommendations for changes, if any. A draft of the final report shall be provided in accordance with Exh. A, CDRL A002. The reports will be provided in Adobe Acrobat (.pdf) file format and will include processed test data, photographs, and edited video, as applicable.

C.11 RESERVED

SOW Appendix A

Candidate MM1 Modifications

- Improve the PCB layout and internal cabling to make the overall construction and assembly easier.
- Move the microphone over to one side to make room for a bulkhead connector on top of the case to attach a GPS antenna directly or cable to the GPS antenna.
- Modify the housing and PCB to accommodate either an Aerocomm or Cirronet radio in same space as a build option. This will allow baseline interoperability with the current Aerocomm system for but provide an upgrade path to a radio with greater range.
- Modify the housing and electronics to support six (6) AA batteries in series for primary power. Improve the captivation of the batteries and etch the battery polarities into the housing where appropriate.
- Change the internal debug header to the ShotSpotter SBS connector and pin definitions. Also make the header more easily accessible for engineering debug.
- Move the power switch to mount on the housing such that it is accessible externally (preferably recessed with on/off detent)
- Make the entire sensor more weather proof. (Goal is IP-64 rain resistant).
- If room available, add a standard JTAG debug header on the PCB for engineering development
- Remove unused circuitry on the PCB such as the Linx radio, the PIC processor, and their associated circuitry/traces.
- Replace the current microphone circuit with ShotSpotters newer circuit.
- Modify the PCB layout so it can accommodate the existing microphone device and a newer potentially improved microphone device
- Modify the PCB layout so it can accommodate the existing u-blox GPS and a newer u-blox GPS receiver.
- Change the current limiting resistors for the LEDs to a much higher value to make them dimmer. Also add a two pin header/jumper inline with the common cathode of all LEDs to provide a single point disable mechanism.
- Correct the white LED shorted to power.
- Isolate the temperature sensor externally so that it can more accurately measure ambient temperature.
- Add a Schottky diode in series with the batteries to provide reverse polarity protection.
- Silk screen header pins with numbers to aid engineering debug.
- Correctly drill the holes under the GPS battery holder to properly seat.
- Incorporate all cuts, jumpers, and other debug modifications done to the MGM sensor boards.
- Use tabbed fence and cover shields that solder directly into the PCB instead of the current copper enclosure..
- Rotate the DSP chip 90 degrees to mitigate cross coupling that creates audio noise.
- Use a better material for the housing to improve durability and tolerances for parts interchangeability.
- Move the mounting/attachment features from the battery door to the housing body.
- Design the housing to support the microphone mounted inside the case with appropriate acoustic portals.
- Eliminate the external foam material and use and internal protective material to accomplish rain resistance
- Create a flat surface on the exterior of the sensor to accommodate a label of minimum size 0.5×1.5
- Modify the retaining latch mechanism of the battery door to eliminate latch breakage yet still provide easy door removal without
- If possible, provide attachments for a lanyard to captivate the battery door to the case.
- Design the housing such that it can easily be inserted and removed from a pouch (i.e., no sharp edges or protrusions that would snag).
- Ensure the firmware works with the Cirronet radio so that a common code base can be established going forward.
- Integrate a COTS temperature sensor into the base station.
- Find a compatible COTS base station radio with an internal battery.
- Use a COTS ruggedized computer for the base station with enough USB and serial ports to support a mouse, the temperature sensor, the radio, and the GPS receiver.
- Use Pelican cases with the foam inserts to store and transport the base station and sensors.

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Candidate MM1A Modifications

- $\mbox{{\tt Modify}}$ packaging to accommodate additional hardware (such as the SD $\mbox{{\tt Module}})\,.$
- Incorporate SD Module for sensor data spooling. This gives the sensor the ability to store data internally for post processing.
- Incorporate a connector for an external power source.
- Incorporate a Bluetooth interface for communications with the PDA Watch.
- Improve power supply to increase battery life.
- Incorporate new radio to support mesh networking.

*** END OF NARRATIVE C 0001 ***

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Name of Offeror or Contractor: SHOTSPOTTER, INC.

SECTION D - PACKAGING AND MARKING

	Regulatory Cite	Title	Date
D-1	252.211-7003	ITEM IDENTIFICATION AND VALUATION (Alternate I version dated April	JUN/2005

NOTE: Paragraph (a) comes after paragraphs (b) through (d) below. It was placed there because it's content is inconsequentical as none of the definitions contained therein are used in this Alternate I version of this DFARS clause.

- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
- (c) For each item delivered under a contract line, subline, or exhibit line item under paragraph (b) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report the Governments unit acquisition cost.
- (d) The Contractor shall submit the information required by paragraph (c) of this clause in accordance with the data submission procedures at http://www.acq.osd.mil/dpap/UID/DataSubmission.htm.
 - (a) Definitions. As used in this clause --

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means

- (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or
- (2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/UID/equivalents.html.

DOD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency. Governments unit acquisition cost means

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

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Name of Offeror or Contractor: SHOTSPOTTER, INC.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC) /EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiquous.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/UID/uid_types.html

[End of Clause]

D.1 Packaging and Packing:

All items deliverable under this Contract shall be packaged and packed in accordance with standard commercial practice in order to assure arrival at destination without damage or loss.

D.2 Software Marking:

The Contractor shall ensure that all technical data deliverable under this contract is identified by the contractor's name and address and, where applicable, the name and address of the subcontractor who generated the data.

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Name of Offeror or Contractor: SHOTSPOTTER, INC.

SECTION E - INSPECTION AND ACCEPTANCE

	Regulatory Cite	Title	Date
E-1	52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR/1984
E-2	52.246-8	INSPECTION OF RESEARCH AND DEVELOPMENT COST-REIMBURSEMENT	MAY/2001

E.1 <u>Inspection and Acceptance</u>

The Contracting Officer's Representative (COR) is responsible for the inspecting and accepting or rejecting all hardware, software and reports submitted by the Contractor to the Government, at destination, in accordance with the terms of the Contract.

*** END OF NARRATIVE E 0001 ***

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Name of Offeror or Contractor: SHOTSPOTTER, INC.

SECTION F - DELIVERIES OR PERFORMANCE

	Regulatory Cite	Title	Date
F-1	52.242-15	STOP WORK ORDER(ALTERNATE I dated APR 1984)	AUG/1989
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991
F-3	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003

- F.1 Period of Performance
- F.1.1 The period of performance of the contract shall be twelve (12) months from the date of award, including submission of the final technical report.
- F.1.2 All data shall be delivered in accordance with the Contract Data Requirements List, Exhibit A, DD Form 1423.
- F.1.3 All hardware shall be ready for delivery nine (9) months after contract award.
- F.1.4 All hardware shall be delivered to a to-be-determined Army unit located in the continental United States. If delivery instructions are not received before the end of this contract, delivery will be made to the Contracting Officer's Representative address established in this contract.

*** END OF NARRATIVE F 0001 ***

	COMPINITATION CHEE	Reference No. of Document	nt Being Continued	Page 16 of 31
	CONTINUATION SHEE	PIIN/SIIN W56HZV-07-C-0167	MOD/AMD	
Name	e of Offeror or Contractor: SHOTS	OTTER, INC.		1
SECTION	N G - CONTRACT ADMINISTRATION D	ATA		
	PRON/		JOB	
LINE	AMS CD/ OBLG		ORDER ACCOUNTING	OBLIGATED
ITEM_	MIPR ACRN STAT ACCO	JNTING CLASSIFICATION	NUMBER STATION	AMOUNT
0001AA	R362C247R3 AA 2 21 63300553D00	62040000066N6N7EP6330052512 S20113	62C247 W56HZV	\$ 697,957.39
			TOTAL	\$ 697,957.39
ERVIC	E		ACCOUNTING	OBLIGATED
IAME	TOTAL BY ACRN ACCO	JNTING CLASSIFICATION	STATION	AMOUNT
Army	AA 21	62040000066N6N7EP6330052512 S20113	W56HZV	\$697,957.39
			TOTAL	\$ 697,957.39

<u>ACRN</u>	EDI	ACCOUNTING	CLASSIFICATION

	21	060720400000 S2	0113 66N6N7E63300553D002512	62C247S20113	W56HZV	
		Regulatory Cite		Title		Date
G-1		252.232-7003	ELECTRONIC SUBMISSION OF PAYM	MENT REQUESTS		JAN/2004
G-2		252.201-7000	CONTRACTING OFFICER'S REPRESE	CNTATIVE		DEC/1991

- (a) <u>Definition</u>. <u>Contracting Officer's Representative</u> means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.
- (b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

G-3 252.204-7006 BILLING INSTRUCTIONS OCT/2005

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

[End of Clause]

G-4 52.204-4011 PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE OCT/2005 (TACOM) (DFAS)

In accordance with DFARS PGI 204.7108, the contract shall be paid in accordance with DFARS PGI 204.7108(d)(5), line item specific by cancellation date.

[End of Clause]

G-5 52.227-4004 RELEASE OF INFORMATION OCT/2003

The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Sep 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at http://www.usapa.army.mil/pdffiles/r360_1.pdf .

CONTINUATION SHEET

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Name of Offeror or Contractor: SHOTSPOTTER, INC.

G-6 52.232-4005 INVOICE INFORMATION REQUIREMENT JAN/1988 (TACOM)

On each payment request submitted, the Contractor shall identify each affected Contract Line Item Number (CLIN), sub-CLIN, and/or work directive, together with the related dollar amounts. This requirement does not diminish or restrict any other requirement of this contract.

* * *

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Name of Offeror or Contractor: SHOTSPOTTER, INC.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-2	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-3	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	JUN/2005
H-4	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-5	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED	APR/2005
		STATES	
H-6	252.225-7013	DUTY-FREE ENTRY	JUN/2005
H-7	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC	SEP/2004
		ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	
H-8	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
H-9	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-10	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	NOV/2004
H-11	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-12	252.246-7001	WARRANTY OF DATA	DEC/1991
H-13	252.227-7039	PATENTS REPORTING OF SUBJECT INVENTIONS	APR/1990

The Contractor shall furnish the Contracting Officer the following:

- (a) Interim reports every twelve (12) months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.
- (b) A final report, within three (3) months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions.
- (c) Upon request, the filing date, serial number and title, a copy of the patent application and patent number, and issue data for any subject invention for which the Contractor has retained title.
- (d) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(End of clause)

H-14 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING

SEP/2004

- (a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website http://farsite.hill.af.mil/
- (b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: http://www.ccr.gov/ . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)
- (c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awd.htm

Rock Island: https://aais.ria.army.mil/AAIS/AWDINFO/index.htm

Picatinny: http://procnet.pica.army.mil/dbi/DynCBD/award.cfm

 ${\tt Red \ River \ Army \ Depot: \ http://www.redriver.army.mil/contractingframes/RecentAwards.DPD.cfm}$

Anniston Army Depot: http://www.anadprocnet.army.mil/

- (d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.
- (1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner

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Name of Offeror or Contractor: SHOTSPOTTER, INC.

Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

- (2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at http://www.acq.osd.mil/dpap/ebiz/VANs.htm . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.
- (e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: http://contracting.tacom.army.mil/ebidnotice.htm
 - (f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

H-15 52.216-4008 (TACOM)

STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS

JUN/1989

- (a) The Contractor shall review the funding as it relates to work performed on the cost-reimbursement Contract Line Item Numbers (CLINs) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO), and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON), unless requested otherwise by the PCO.
- (b) This report may be requested in writing by the PCO on additional occasions during the course of performance of work on cost-reimbursable CLINs contained in this contract. On such occasions, the written report shall be provided to the PCO within 14 days of Contractor receipt of the written request.

(End of clause)

H-16 52.246-4026 (TACOM)

LOCAL ADDRESSES FOR DD FORM 250 AND WAWF RECEIVING REPORTS

SEP/200

- (a) The Contractor may use either the Material Inspection and Receiving Report (DD 250) or Wide Area Workflow (WAWF) to process receiving reports for inspection, acceptance, and payment. Use only one method per contract; not both.
- (b) If you are using the Material Inspection and Receiving Report (DD 250), use one of the following methods to send each DD 250 pertaining to this contract to us:
 - (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil
 - (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:
 - (586) 574-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract. These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F. The DD250 form may be found, in three different formats, on the World Wide Web at http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfopage2126.html

(c) If you are using Wide Area Workflow (WAWF) instead of DD 250s, we may require copies of the WAWF Receiving Report, Bills of Lading, or other documentation to resolve delinquencies, payment issues, or other administrative issues. If this documentation is requested, use the same email address or fax number shown in paragraph (b) above to submit the information. No copies of the WAWF Receiving Report are required unless specifically requested by the PCO, buyer, or other appropriate government official.

[End of Clause]

SECTION H - SPECIAL PROVISIONS

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Name of Offeror or Contractor: SHOTSPOTTER, INC.

7013).

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted:

Technical Data to be Furnished	Basis for Assertion	Asserted Rights Category	Name of Person Asserting
Restrictions			
With Restrictions			
<u> -</u>			
-Main Sensor Board Modifications	Mixed Funds	Modified* Gov't Purpose Rights	ShotSpotter, Inc.
-Radio Communications Assembly	Mixed Funds	Modified* Gov't Purpose Rights	ShotSpotter, Inc.
-GPS Assembly	Mixed Funds	Modified* Gov't Purpose Rights	ShotSpotter, Inc.
-Acoustic Sensor Modifications	Mixed Funds	Modified* Gov't Purpose Rights	ShotSpotter, Inc.
-Sensor Enclosure Modifications	Mixed Funds	Modified* Gov't Purpose Rights	ShotSpotter, Inc.
-PDA Watch Assembly	Mixed Funds	Modified* Gov't Purpose Rights	ShotSpotter, Inc.
-Data Items required under CLIN 0003	Mixed Funds	Standard Gov't Purpose Rights	ShotSpotter, Inc.
-Data Item required under CLIN 0004	Mixed Funds	Standard Gov't Purpose Rights	ShotSpotter, Inc.

^{*} Modified Government Purpose Rights (GPR): The period of GPR listed under DFARS clause 252.227-7013(a)(2)(i & ii) shall be extended to a maximum of ten (10) years per assertion. Assertions will expire if any related patents expire within this period of restriction (ref. same DFARS clause paragraph (b)(1)(ix)(B)).

H.2 Commercial Software

- H.2.1 The contractor has identified five items of intellectual property that will be provided under this contract and will be subject to the terms of the software license as show in Exhibit B ShotSpotter Software License Agreement. If there are any conflicts between the terms of the license agreement and other terms of this contract, the other terms of the contract shall supersede and prevail. The intellectual property includes the following items:
- -Algorithms on all ShotSpotter-developed software
- -Signal Processing Software/Firmware
- -Embedded Sensor Control Firmware Modifications
- -Base Station Control Software Modifications
- -PDA Control Software Modifications
- H.3 This identification is intended to facilitate review and acceptance of technical data and does not change, waive or otherwise modify the rights of the parties under the clause 252.227-7037, Validation of Restrictive Markings on Technical Data (Sep 99)

*** END OF NARRATIVE H 0001 ***

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Name of Offeror or Contractor: SHOTSPOTTER, INC.

SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: http://farsite.hill.af.mil/

[End of Clause]

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP/2006
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCEUNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-16	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-17	52.215-14	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))	OCT/1997
I-18	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2004
I-19	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-20	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-21	52.216-7	ALLOWABLE COST AND PAYMENT	DEC/2002
I-22	52.216-8	FIXED FEE	MAR/1997
I-23	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-24	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-25	52.222-19	CHILD LABORCOOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2006
I-26	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-27	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-28	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-29	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-30	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-31	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-32	52.222-50	COMBATING TRAFFICING IN PERSONS	APR/2006
I-33	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
I-34	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-35	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB/2006
I-36	52.227-1	AUTHORIZATION AND CONSENT (ALTERNATE I dated April 1984)	JUL/1995
I-37	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-38	52.227-3	PATENT INDEMNITY	APR/1984
I-39	52.227-10	FILING OF PATENT APPLICATIONSCLASSIFIED SUBJECT MATTER	APR/1984
I-40	52.227-11	PATENT RIGHTSRETENTION BY THE CONTRACTOR (SHORT FORM)	JUN/1997
I-41	52.228-7	INSURANCELIABILITY TO THIRD PERSONS	MAR/1996
I-42	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-43	52.232-17	INTEREST	JUN/1996
I-44	52.232-20	LIMITATION OF COST	APR/1984
I-45	52.232-25	PROMPT PAYMENT	OCT/2003
I-46	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFERCENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-47	52.232-23 (ALT 1)	ASSIGNMENT OF CLAIMS (Alternate I version dated April 1984)	JAN/1986
I-48	52.233-1	DISPUTES	JUL/2002
I-49	52.233-3	PROTEST AFTER AWARD (ALTERNATE I, dated JUN 1985)	AUG/1996

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	Regulatory Cite	Title	Date
I-50	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-51	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-52	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-53	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
I-54	52.242-13	BANKRUPTCY	JUL/1995
I-55	52.243-2	CHANGESCOST-REIMBURSEMENT (ALTERNATE V, dated April 1984))	AUG/1987
I-56	52.244-2	SUBCONTRACTS	AUG/1998
I-57	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-58	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)	MAY/2004
I-59	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-60	52.246-25	LIMITATION OF LIABILITYSERVICES	FEB/1997
I-61	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS	FEB/2006
I-62	52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY/2004
I-63	52.249-14	EXCUSABLE DELAYS	APR/1984
I-64	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-65	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	DEC/2004
I-66	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-67	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-68	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	NOV/2005
I-69	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-70	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-71	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2004
I-72	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (Alternate I dated April 2003)	JUN/2005
I-73	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAR/2006
I-74	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUL/2006
I-75	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
I-76	252.227-7013	RIGHTS IN TECHNICAL DATANONCOMMERCIAL ITEMS	NOV/1995
I-77	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	JUN/1995
I-78	252.227-7015	TECHNICAL DATA - COMMERCIAL ITEMS	NOV/1995
I-79	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-80	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-81	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONSCOMPUTER SOFTWARE	JUN/1995
I-82	252.227-7030	TECHNICAL DATAWITHHOLDING OF PAYMENT	MAR/2000
I-83	252.227-7034	PATENTSSUBCONTRACTS	APR/1984
I-84	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
I-85	252.232-7010	LEVIES ON CONTRACT PAYMENTS	SEP/2005
I-86	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-87	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	NOV/2005
I-88	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-89	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-90	52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL/1990

⁽a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed ZERO or the overtime premium is paid for work--

⁽¹⁾ Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdown of production equipment, or occasional production bottlenecks of a sporadic nature;

⁽²⁾ By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

⁽³⁾ To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

⁽⁴⁾ That will result in lower overall costs to the Government.

⁽b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for

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contract completion and shall--

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
 - (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

I-91 52.223-7

NOTICE OF RADIOACTIVE MATERIALS

JAN/1997

- (a) The Contractor shall notify the Contracting Officer or designee, in writing 60 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).
- (b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-
 - (1) Be submitted in writing;
 - (2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
- (3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.
- (c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.
- (d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

[End of Clause]

I-92 52.204-7

CENTRAL CONTRACTOR REGISTRATION

JUL/2006

- (a) Definitions. As used in this clause--
- "Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.
 - "Commercial and Government Entity (CAGE) code" means-
 - (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."
- "Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.
- "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the

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discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;
- (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record ``Active''. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)

- (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation DUNS or DUNS+4 followed by the DUNS or DUNS+4 number that identifies the offerors name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
 - (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
 - (1) An offeror may obtain a DUNS number
- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com/ ; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
 - (2) The offeror should be prepared to provide the following information:
 - (i) Company legal business name.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company physical street address, city, state and Zip Code.
 - (iv) Company mailing address, city, state and Zip Code (if separate from physical).
 - (v) Company telephone number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - $(\mbox{viii}) \mbox{ Chief executive officer/key manager.} \\$
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Governments reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

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(1)

- (i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business days written notification of its intention to:
 - (A) Change the name in the CCR database;
 - (B) Comply with the requirements of Subpart 42.12 of the FAR;
 - (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the Suspension of Payment paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractors CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the Suspension of payment paragraph of the EFT clause of this contract.
- (g) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at http://www.ccr.gov/ or by calling 1-888-227-2423, or 269-961-5757.

[End of Clause]

I-93 52.222-39

NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES

DEC/2004

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board

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MAY/2001

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Division of Information 1099 14th Street, N.W. Washington, DC 20570 1-866-667-6572 1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at http://www.nlrb.gov .

- (c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.
- (d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.
 - (e) The requirement to post the employee notice in paragraph (b) does not apply to-
 - (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--
- (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
 - (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--
- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
 - (2) Download a copy of the poster from the Office of Labor-Management Standards website at http://www.olms.dol.gov; or
 - (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
- (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

[End of Clause]

I-94 52.223-11 OZONE-DEPLETING SUBSTANCES

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Evironnmental Protection Agency designates in 40 CFR part 82 as--

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- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including but not limited to, hydrochlorofluorocarbons.
- (b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-95 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS SEP/2006

- (a) Definitions. As used in this clause--
 - (1) "Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.
- (2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

- (1) The contractor shall insert the following clauses in subcontracts for commercial items:
- (i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for contruction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212(a));
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);
- (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).
- (vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

I-96 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.
 - (b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is

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indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-97 252.223-7001 HAZARD WARNING LABELS

DEC/1991

- (a) <u>Hazardous material</u>, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.
- (b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:
 - (1) Federal Insecticide, Fungicide and Rodenticide Act;
 - (2) Federal Food, Drug and Cosmetics Act;
 - (3) Consumer Product Safety Act;
 - (4) Federal Hazardous Substances Act; or
 - (5) Federal Alcohol Administration Act.
- (c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert None.)	<u>ACT</u>
NONE	

- (d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.
- (e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

[End of Clause]

I-98 252.225-7015 RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS

JUN/2005

Hand or measuring tools delivered under this contract shall be produced in the United States or its outlying areas.

[End of Clause]

I-99 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA

MAR/2000

- (a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor-
 - (1) Shall notify the Contracting Officer of that fact; and
- (2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

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- (b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties
 - (1) In all subcontracts hereunder, if this contract is a construction contract; or
 - (2) If this contract is not a construction contract, in all subcontracts under this contract that are for-
 - (i) Noncommmercial items; or
 - (ii) Commercial items that-
 - (A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
 - (B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
 - (C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

[End of Clause]

I-100 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION MAR/2005 (TACOM)

- (a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website:
 http://contracting.tacom.army.mil/ebidnotice.htm
- (b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.
- (c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).
- (d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.
- (e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

I-101 52.219-4070 PILOT MENTOR-PROTEGE PROGRAM

APR/2006

- (a) The Pilot Mentor-Protege Program does not apply to small business concerns.
- (b) Utilization of the Pilot Mentor-Protege Program (hereafter referred to as the Program) is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.
- (c) Mentor firms are encouraged to identify and select concerns that are defined as emerging small business concerns, small disadvantaged business, women-owned small business, HUBZone small business, service-disabled veteran-owned small business, veteran-owned small business or an eligible entity employing the severely disabled.
- (d) Full details of the program are located at http://www.acq.osd.mil/sadbu/mentor protege/, http://sellingtoarmy.info/, DFARS Appendix I, and DFARS Subpart 219.71, "Pilot Mentor-Protege Program."
- (e) For additional questions after reviewing the information provided, contact the Office of Small Business Programs serving your area.

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[End of Clause]

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Name of Offeror or Contractor: SHOTSPOTTER, INC.

SECTION J - LIST OF ATTACHMENTS

List of Number

Addenda Title Date of Pages Transmitted By

Exhibit A CONTRACT DATA REQUIREMENTS LIST

CONTRACT DATA REQUIREMENTS LIST SHOTSPOTTER, INC. - SOFTWARE LICENSE AGREEMENT Exhibit B

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PAGE 1

15. TOTAL:

CONTRACT DATA REQUIREMENT LIST

A. CONTRACT LINE ITEM NO.: A001

B. EXHIBIT A
C. CATEGORY... C3

1. DATA ITEM NO....: A001

4. AUTHORITY..... DI-MGMT-80227

3. SUBTITLE..... Quarterly Progress Reports

Form Approval OMB No. 0704-0188 Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

E. CONTRACT/PR NO..: W56HZV-07-C-0167

	5. CONTRACT REFERENCE.:	Section C.3.1.	1												
	6. REQUIRING OFFICE:	AMSRD-TAR-N	9. DIS	ST. STATEMENT REQUIRED.:	В			12.	DATE	OF	FIRST	SUB.	See	Block	16
	7. DD250 REQ:	DD	10. FRE	EQUENCY:	See	Block	16	13.	DATE	OF	SUBS.	SUB.	See	Block	16
	8. APP CODE:	A	11. AS	OF DATE:	See	Block	16								
	14. DISTRIBUTION			A. ADDRESSEES					F	3. 0	COPIES	:	DRAFT	FI	NAL
Patrick Maclean, Contracting Officer's Representative (COR), E-mail: patrick.maclean@us.army.mil								-	1						
Troy Haarala, Contract Specialist, E-Mail: troy.haarala@us.army.mil									1						
	Administrative Contraction	ng Officer (ACO), E-mai	il: TBD											1

D. SYSTEM/ITEM....:

F. CONTRACTOR....:

2. TITLE OF DATA ITEM.: Contractor's Progress, Status, and Management Report

16. REMARKS:

- a. The Contractor shall deliver quarterly progress reports. The first report is due two weeks before the first program review meeting (aproximately 90 days after award), then every three months after that date.
- b. Complete the reports in accordance with (IAW) Data Item Description (DID) DI-MGMT-80227, "Contractor's Progress, Status, and Management Report." The COR is responsible for accepting or rejecting the "Contractor's Progress, Status, and Management Reports." See DID DI-MGMT-80227, at the Internet address below, for instructions on completing the required report.

http://assist.daps.dla.mil/docimages/0001/48/17/DI80227.PD8

- c. Prepare the reports in the Contractor's format. Submit the reports using any of the following electronic formats:
- 1. Files readable using Microsoft Office XP or Microsoft Office 2002 & lower Products: Word, Excel, PowerPoint, or Access. Spreadsheet documents must be sent in a format that includes all formulas, macro, and format information. Print or scan images of spreadsheets are not acceptable. Caution some macros may be detected as viruses by virus scanning software and be deleted or quarantined. Changes to resolve that problem are the contractor's responsibility.
- 2. Files in Adobe PDF (Portable Document Format) Files. When scanning documents, scanner resolution should be set to 200 dots per inch.
- 3. Files in HTML (Hypertext Markup Language) Format. HTML documents must not contain active links to Internet websites or webpages for reference information. All linked information must be contained within your electronic offer and be accessible off-line.
- 4. Other electronic format. If you wish to submit an offer using another format other than described on this webpage, E-mail the Contract Specialist who issued the solicitation, with a copy furnished to: *HYPERLINK "mailto:amsta-idq@tacom.army.mil" amsta-idq@tacom.army.mil. Please submit your request at least ten (10) calendar days before the scheduled closing date of the solicitation. Request a decision as to the format acceptability and make sure you receive approval of the alternate format before using it to send your offer.
- d. Acceptable media: The Contractor shall submit reports via e-mail. If e-mail is not workable, other acceptable media includes a 650 megabyte CD-ROM. Identify the software application and version used to create each file submitted.
- 1. Email: Maximum size of each e-mail message shall not exceed ten (10) megabytes. Previously 'zipped' files were accepted, but due to security concerns zipped attachments can no longer be received through our e-mail system. You may use multiple e-mail messages for each submission; however, you must annotate the subject lines as mentioned above and number each e-mail in the following manner for three (3) e-mails: Message 1 of 3, Message 2 of 3, and Message 3 of 3.
- 2. 3 1/2 inch Diskette or CD-ROM: If multiple disks are necessary, annotate each disk in the following manner for three (3) disks: Disk 1 of 3, Disk 2 of 3, and Disk 3 of 3. Identify the software application and version that was used to create each file.

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NOTE: Please select only one medium by which to transmit each report. For instance, do not submit a report via e-mail and CDROM.

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

1. DATA ITEM NO.: A002

2. TITLE OF DATA ITEM.: Scientific and Technical Reports

3. SUBTITLE: Phase II Draft and Final Technical Reports

4. AUTHORITY: DI-MISC-80711A

5. CONTRACT REFERENCE: C.3.1.3

6. REQUIRING OFFICE...: AMSRD-TAR-D 9. DIST. STATEMENT REQUIRED.: B 12. DATE OF FIRST SUB.: See Block 16 7. DD250 REQ.......: DD 10. FREQUENCY......... See Block 16 13. DATE OF SUBS. SUB.: See Block 16

8. APP CODE...... A 11. AS OF DATE..... See Block 16

14. DISTRIBUTION A. ADDRESSEES	B. COPIES:	DRAFT	FINAL
Patrick Maclean, Contracting Officer's Representative (COR), E-mail: patrick.maclean@us.army.mil		1	1
Troy Haarala, Contract Specialist, E-Mail: troy.haarala@us.army.mil			1
Administrative Contracting Officer (ACO), E-mail: TBD			1
	15. TOTAL:	1	3

16. REMARKS:

- a. The Contractor shall deliver one (1) draft "Scientific and Technical Report," eleven (11) months after contract award. The draft report shall include a completed Standard Form (SF) 298 (Report Documentation Page) as the report's cover sheet. The COR shall review the draft report and return it to the Contractor within fifteen (15) days of receipt with comments. The Contractor shall submit one (1) final "Scientific and Technical Report" (with the completed SF 298) within fifteen (15) days after receipt of draft comments.
- b. Complete the reports IAW DID DI-MISC 80711A, "Scientific and Technical Reports." The COR is responsible for accepting or rejecting the draft and final reports, and for insuring submittal of the approved final report to the Defense Technical Information Center (DTIC), in Ft. Belvoir, VA. See the data item description (DI-MISC-80711A), at the Internet address below, for instructions on completing the required report.

http://assist.daps.dla.mil/docimages/0002/27/88/80711A.PD4

DTIC submittal instructions, forms and acceptable formats/file types can be found here:

http://www.dtic.mil/dtic/submitting/how_submit.html

c. Prepare the reports in the Contractor's format.

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

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D. Maintenance, Support and Upgrades

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 Exhibit B

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